

less the portion thereof containing two acres which was heretofore conveyed unto Martha L. Holt, in fee simple, by deed from the said Marshall Bartgis dated June 20, 1949 and recorded in Liber 479, folio 379, one of the land records of Frederick County, Maryland; the said Marshall Bartgis having departed this life intestate on August 20, 1951, leaving surviving the said Luther W. Bartgis, his father, as his sole heir-at-law; and being all and the same real estate which was conveyed unto the said Peter H. Raun, Jr. in fee simple, by deed of even date herewith from the said Luther W. Bartgis and intended to be recorded among the land records of Frederick County, Maryland, prior to the recording of this mortgage.

Together with all the buildings and improvements thereon, and all rights, ways, privileges and easements thereto belonging or appertaining.

Provided that if the said Peter H. Raun, Jr. shall pay unto the said Luther W. Bartgis, or order, the said sum of one thousand dollars (\$1000.00) and the interest thereon according to the tenor of said promissory note when and as the same may be due and payable, and shall perform all the covenants and agreements herein on his part to be performed, then this mortgage shall be void.

And the said Peter H. Raun, Jr. hereby covenants that he will pay said mortgage debt and the interest thereon to accrue, when due, and will also pay all taxes and assessments against said property, and keep the improvements thereon in good repair and insured against loss by fire and other casualty, and have the policy of insurance so framed or endorsed as in case of loss to inure to the benefit of the said Luther W. Bartgis to the extent of his claim hereunder.

It is hereby mutually agreed that until default be made in the premises, the said Peter H. Raun, Jr. shall possess the aforesaid property as of his present estate therein.

And if default be made in the payment of said mortgage debt, or the interest thereon to accrue, at the time limited for the payment of the same, or in the performance of any covenant or condition of this mortgage, then it shall be lawful for the said